



LYNNWOOD CITY COUNCIL Business Meeting

This meeting will be held electronically via Zoom. See the City of Lynnwood website for details at

<https://www.lynnwoodwa.gov/Government/City-Council/City-Council-Meetings>

MONDAY, SEPTEMBER 13, 2021 6:00 PM

-
1. CALL TO ORDER AND FLAG SALUTE
 2. ROLL CALL
 3. APPROVAL OF MINUTES- Council President Hurst
 - A. Minutes from May 17 Work Session and Special Meeting, May 19th Work Session which were never approved, and August 2, 2021 Work Session, August 2, 2021 Special Business Meeting and August 9, 2021 Business meeting.
Council President George Hurst
[8.2.21 Special Business Mtg.pdf](#)
[8.2.21 Work Session.pdf](#)
[8.9.21 Business Meeting.pdf](#)
[5.17.21 Special meeting.pdf](#)
[5.17.21 WS.pdf](#)
[5.19.21 Work Session.pdf](#)
 4. MESSAGES AND PAPERS FROM THE MAYOR
 5. PRESENTATIONS AND PROCLAMATIONS
 - A. Proclamation: National Hispanic Heritage Month- Council Member Altamirano-Crosby
Julie Moore, Public Affairs Officer
[Proclamation - Hispanic Heritage Month.pdf](#)
[Proclamation - Hispanic Heritage Month - in Spanish.pdf](#)
 6. CONSENT AGENDA- Council Member Sessions
 - A. Confirm Diversity, Equity, and Inclusion Commission candidate Jeanna Kim.
Evan Chinn
[Kim, Jeanna - DEIC_Redacted.pdf](#)
[Jeanna Kim_RESUME__Lynnwood DEI commission 2021_Redacted.pdf](#)
 - B. Confirm Diversity, Equity, and Inclusion Commission candidate Simreet Dhaliwal.

Evan Chinn

[Dhaliwal, Simreet - DEI - Res_Redacted.pdf](#)

[Dhaliwal_Simreet_Resume_DEI_Redacted.pdf](#)

- C. Appointment: Parks & Recreation Board Applicant Presley Morrissey
Lynn D. Sordel, Director
[Presley Morrissey Application_Redacted.pdf](#)

- D. Voucher Approval

7. WRITTEN COMMUNICATIONS AND PETITIONS

8. PUBLIC COMMENTS AND COMMUNICATIONS

9. COUNCIL COMMENTS AND ANNOUNCEMENTS- Begin with Council Member Ross

10. BUSINESS ITEMS AND OTHER MATTERS

- A. American Rescue Plan Act Funding Immediate Needs Follow-up
Michelle Meyer, Director of Finance
[ARPA Presentation for 9.13.pdf](#)

- B. Ordinance: Franchise Agreement with Puget Sound Energy for Operations of
Natural Gas Facilities
Les Rubstello, Deputy Public Works Director
[PSE Lynnwood Gas Franchise \(FINAL - 2021.08.05\).pdf](#)

- C. Resolution: Build a Community Recovery Center on the site of the Community
Justice Center.
Council Member Shannon Sessions

- D. Contract Award - Community Justice Center Construction
James Nelson, Police Chief; Chuck Steichen Deputy Chief; Michelle Meyer,
Finance Director; Cathy Robinson, Interim Procurement Manager
[Procurement Report_Revised 081821_Final.pdf](#)

- E. Contract Award - Community Justice Center Special Construction Inspection
Consultant Services
Cathy Robinson, Interim Procurement Manager
[Procurement Report_Revised 081821_Final.pdf](#)

- F. Contract Award - Community Justice Center Geotechnical Construction Testing
Services
Cathy Robinson, Interim Procurement Manager
[Procurement Report_Final.pdf](#)

11. NEW BUSINESS

ADJOURNMENT

CITY COUNCIL 3.A

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Minutes from May 17 Work Session and Special Meeting, May 19th Work Session which were never approved, and August 2, 2021 Work Session, August 2, 2021 Special Business Meeting and August 9, 2021 Business meeting.

DEPARTMENT CONTACT: Lisa Harrison, City Council

PRESENTER:

Council President George Hurst

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[8.2.21 Special Business Mtg.pdf](#)

[8.2.21 Work Session.pdf](#)

[8.9.21 Business Meeting.pdf](#)

[5.17.21 Special meeting.pdf](#)

[5.17.21 WS.pdf](#)

[5.19.21 Work Session.pdf](#)



CITY OF LYNNWOOD
CITY COUNCIL SPECIAL BUSINESS MEETING MINUTES
August 2, 2021

1. CALL TO ORDER

The special business meeting was called to order at 6:02 p.m.

2. ROLL CALL

Present:

Member Julieta Altamirano-Crosby
Member Patrick Decker
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith

3. MESSAGES AND PAPERS FROM THE MAYOR

The Mayor addressed the audience, informing them that a breakthrough Covid Case was identified. An employee who tested positive for Covid and was fully vaccinated was present at the meeting on July 26th. The mayor also thanked everyone who has sent comments, and expressed condolences to the family of Tirhas Tesfatsion. She updated the audience on next steps on the case.

4. MESSAGE FROM THE COUNCIL PRESIDENT

Council President Hurst stated that he was sad to be hearing from so many citizens about the tragedy of Tirhas' death. He explained that due to interruptions of the sound during the prior meeting, the council decided to return to zoom only meetings. Hurst shared a detailed break down of the CJC funding as requested, and read a letter from the 32nd Legislative delegates offering their help and support in the development of the new Community Justice Center.

(Note: Letter from District 32nd Legislative District members and Breakdown of Operating expenses included in Appendix.)

5. PUBLIC COMMENTS AND COMMUNICATIONS

Mayor Smith read the rules of engagement for public comments in a city council meeting. Citizen comments started at 6:17 and ended at 8:31 p.m. The following addressed city council:

- Liv Kerar 98087
- Liz Vogeli 98024
- Castille Hightower (no zip code provided)
- Riall Johnson
- Ashley Smith
- Demetria Hester
- Teo Pepesco 98036
- Sandy Trevino
- Be Abera 98036
- John Rodenburg 98037
- Karla Davis
- Chelsea Fernandez 98104
- Gabel
- Erica Montgomery
- Kisanet Mogos
- Johanna 98086
- Carolyn Judd-Hertzfeldt
- James Bible
- Jennifer McGlaughlin
- Ben Young
- Alicia 98105
- Suzet Tave 96270
- Eileen
- Daniella Acuna
- Meharis Emom
- Leanne Digruccio
- Riley Frasier 98012
- Ryoichi Sao
- Makda Gray
- Mintwab
- Amelie 98201
- Liz Burns
- Lauren Razon
- Kristi Lesken

6. BUSINESS ITEMS AND OTHER MATTERS

6.A Contract Award - Community Justice Center Construction

Moved by George Hurst; seconded by Jim Smith to Postpone approval of the contract for Criminal Justice Center until September 13, 2021.

Motion Passed: 4- 3

Voting For: George Hurst, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: Jim Smith, Julieta Altamirano-Crosby, Patrick Decker

Moved by Shannon Sessions; seconded by Ruth Ross to Approve Continue meeting until all agenda items are covered.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

6.B Ordinance Adoption: Development and Access Enhancement Funding Agreement Amendment (Lynnwood Link Extension) (3 of 3).

Moved by George Hurst; seconded by Ruth Ross to Approve Approve Ordinance #3394, an ordinance of the city of Lynnwood, Washington approving the first amendment to the development and access enhancements funding agreement between the City and the Central Puget Sound Regional Transit Authority regarding the Lynnwood Link Light Rail Extension project; providing for severability, publication and effective date.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

6.C Ordinance: novo on 52nd Development Agreement (item 3 of 3)

Moved by Shannon Sessions; seconded by Christine Frizzell to Approve Approve Ordinance #3395, an ordinance of the City of Lynnwood, Washington approving the novo on 52nd Development agreement; providing for severability, an effective date and summary publication.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

6.D Ordinance: Update of the Lynnwood Building and Fire Codes by Amending LMC Titles 9, 15, and 16

Moved by George Hurst; seconded by Ruth Ross to Approve Approve Ordinance #3396, an ordinance of the city of Lynnwood, Washington, relating to the International Building and Fire Codes as adopted by the city; amending title 9, Title 15, Chapter 16.04, Chapter 16.05, Chapter 16.09, Chapter 16.10, Chapter 16.24 and Chapter 16.44 of the Lynnwood Municipal Code; repealing chapter 16.16 of the Lynnwood Municipals Code; providing for publication and an effective date.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker,
Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

Adjournment

The special business meeting ended at 9:50 p.m.

APPENDIX

Community Justice Center Operating Expenses Estimate

Total Estimated Annual Contract Housing Budget Savings 1,500,000

Evidence Facility Lease Savings 164,000

Total Budget Re-Allocation 1,664,000

Fund 105 Dedicated Funding 500,000

Jail Contract Bed Revenue (25 beds/\$175 a day) 1,596,875

Total Revenue Generation and FUND 105 Dedicated Funds 2,096,875

Total of Re-allocated budget, FUND 105 Dedicated funds and Revenue 3,760,875 Increased

Operating Costs (increase only not total) - 2022 Forecast Estimates

Food 92,000

Supplies 15,000

Increase Contract Medical Costs - Additional Hours 200,000

Staff (2 Custody Officers 1- Step 1 and Step 3 with benefits) 2022 estimate 209,636

Total Increase Operating Expenses Estimate 516,636

Total of Debt Repayment Sources less Increased Operating Costs \$3,244,239

Letter from 32nd Legislative District

August 2, 2021

Lynnwood City Council
City Hall Council Chambers
19100 44th Ave W
Lynnwood, WA 98036

Cc: Mayor Nicola Smith, Chief of Police James Nelson, City Clerk Karen Fitzthum

Dear Honorable Councilmembers,

Thank you all for your tireless work on behalf of the residents of Lynnwood. We, your 32nd district legislative delegation, are writing to lend our support to the notion of dedicating a portion of the community justice center to be constructed as community behavioral health beds, rather than jail beds. The need for withdrawal management (detox) and crisis stabilization beds in south Snohomish County is extraordinary and has only increased as a result of the pandemic. Just this afternoon, a headline on KING 5 reads: "Snohomish County sets record for overdose deaths." We lost 232 sons, daughters, moms, dads, spouses and friends to preventable overdose last year. Just this past weekend alone, there were seven

overdose deaths in our county. The youngest victim was 17 years old. At present, Lynnwood residents must travel far from home to receive care for urgent behavioral health needs. Our community deserves these resources here at home should individuals and families need them. Investing in behavioral health improves both public health and public safety. Just as active addiction is correlated with crime, so too is recovery correlated with positive community engagement.

As your legislative delegation, we are committed to securing state capital budget dollars for building out this proposed behavioral health unit at the new facility. We are writing to ask for your partnership in this effort by voting tonight to give us the gift of time. We'd like you to please support a time-limited delay of the construction contract vote in order to allow for a small stakeholder group to meet over a six-week period to rethink the design of part of the community justice center and how it might be converted to behavioral health treatment beds. Thank you very much for your consideration,

Lauren Davis, Representative, 32nd Legislative District
Cindy Ryu, Representative, 32nd Legislative District
Jesse Salomon, Senator' 32nd Legislative District



**CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
August 2, 2021**

1. ROLL CALL

Present:

Member Patrick Decker
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith
Member Julieta Altamirano-Crosby

2. CALL TO ORDER

The meeting was called to order at 6:00 p.m. and resumed at 9:51 p.m.

Moved by George Hurst; seconded by Ruth Ross to Approve Motion made to recess work session in order to begin special work session scheduled. .

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

3. RECESS TO SPECIAL BUSINESS MEETING

Work Session went into recess at 6:02 p.m.

4. COMMENTS AND QUESTIONS ON MEMO ITEMS

5. WORK SESSION ITEMS

5.A American Rescue Plan Act Funding Immediate Needs

Finance Director Michelle Meyer presented recommendations from staff on how to spend some of the American Rescue Plan money for immediate needs:

- IT has requested \$100,000 for Audio/Visual in Chambers
- Staff has requested \$858,000 to restore 8 public-facing positions

- (recreation, front desk, etc.).
- Police have requested \$480,000 for body cameras due to the state mandate

Council members made comments and asked questions.

5.B Appointments: Lynnwood Public Facilities District Board, Position #3 and Position #5

DBS Director David Kleitsch informed council that two council-appointed positions are up for renewal: position 3 and position 5. Position 5 is held by a member who would like to be renewed. For council position 3, however, council will need to nominate candidates. Recommendation letters from council along with interest letters from candidates are due to Lisa Harrison by September 7, 2021. Council members asked questions.

6. MAYOR COMMENTS

7. COUNCIL COMMENTS

8. EXECUTIVE SESSION, AS NEEDED

ADJOURN

The meeting adjourned at 10:32 p.m.



**CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
August 9, 2021**

1. CALL TO ORDER AND FLAG SALUTE

The meeting was called to order at 6:00 p.m.

2. ROLL CALL

Present:

Member Julieta Altamirano-Crosby
Member Patrick Decker
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith

3. APPROVAL OF MINUTES- Councilmember Decker

- 3.A Moved by Patrick Decker; seconded by Shannon Sessions to Approve the minutes as amended for the following meetings: July 21, 2021 Work Session; July 22, 2021 Finance Committee meeting, and July 26, 2021 Business Meeting.

Amendments: July 22- add that Director Meyer was present; July 26th- add that motion was made for Attorney General's investigation into the Lynnwood jail death.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

4. MESSAGES AND PAPERS FROM THE MAYOR

Mayor Smith announced that a task force has been pulled together to make

recommendations for the Community Justice Center to include council members and community members, led by Police Chief Nelson and Representative Davis. with the first meeting on August 9th. She also welcomed the new Race and Social Justice Leader, Douglas Raiford, who is now on staff.

5. PRESENTATIONS AND PROCLAMATIONS - Councilmember Altamirano-Crosby

5.A Presentation: Introduction to Concepción Bello Nava, the Artistic Director of the Renowned Dance Troupe Compañía de Danza Folklórica Xochicalli. Council member Altamirano-Crosby announced that dance instructor Concepcion Bello Nava and others from the sister city of Chilpancingo, Guerrero, Mexico, are here to share traditional dance and dress from their culture with members of the Lynnwood Community. They will be teaching new dances and will hold a performance at the end of the week. They thanked the City of Lynnwood for embracing their culture and allowing them to promote it through traditional headresses and dances.

6. CONSENT AGENDA- Councilmember Frizzell

Moved by Christine Frizzell; seconded by Shannon Sessions to Approve Consent agenda items as follows:

- Reappoint Board member Webster to the Lynnwood Public Facilities Board of Directors, Position #5.
- Voucher Approval:
 1. Approve claims in the amount of \$3,620,856.11 for the period 7/17/21 through 7/30/21.
 2. Approve payroll in the amount of \$1,167,707.53 dated 7/30/21.

Candidates were invited to join the zoom meeting for approval of their appointments:

1. Confirm the Mayor's appointment of Rebecca Samy to Planning Commission, Position #1.
2. Confirm the Mayor's appointment of Lu Jiang as a new DEI Commissioner.

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

7. WRITTEN COMMUNICATIONS AND PETITIONS

Mayor Smith read the names of those submitting comments to council. The following stated that they want the council to vote no for the new jail:

- Cathy
- Melissa Zimmerman
- Eria
- Susanna Lepo
- Christina Brennan
- Emily Testa
- Eileen Roney
- Jamal Marshall
- Alison
- Marie Prevo
- Gregory Mc Glaughlin

Other comments:

- Justine Lovett- need police accountability
- Rochell- support the new jail.

8. PUBLIC COMMENTS AND COMMUNICATIONS

Public comments were made by the following citizens:

- Pam Hurst, 98037
- Shola Bolondero, 98201
- Ted Hike, 98036
- Derek Honasch, 98036
- Elizabeth Lunsford, 98037
- Betty
- Lynnwood Times reporter

9. COUNCIL COMMENTS AND ANNOUNCEMENTS- Councilmember Altamirano-Crosby

Council members mentioned various happenings around Lynnwood:

- Council member Altamirano-Crosby invited the community to the dance performance by the sister city at the Cedar Valley Gym at 2-3 pm on August 15th.
- Council member Sessions discussed the return of the Heroes Cafe and urged citizens to attend.
- Council member Ross mentioned that the Human Services Commission would like to submit priorities for the use of the American Recue Act funds.
- Council member Decker stated that he is available and welcomes citizens to reach out and chat with him.
- Council President Hurst thanked those who have made efforts to help the people at Whispering Pines to find new housing.
- Council member Smith echoed that people from HASCO have had 2 years to help those and Whispering Pines and thanked those who stepped in.
- Council member Frizzell welcomed citizens to reach out with questions and concerns.

10. BUSINESS ITEMS AND OTHER MATTERS

Moved by Shannon Sessions; seconded by Christine Frizzell to *Extend meeting to end of agenda.*

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

10.A American Rescue Plan Act Funding Immediate Needs

Finance Director Meyer shared items that staff considers critical for use of American Rescue Plan funds in the category of "Immediate Needs". Council members made comments and asked questions.

Moved by Christine Frizzell; seconded by Ruth Ross to *Approve Use of American Rescue Plan Act Funding for Police Body Camera equipment and technology.*

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

Moved by Christine Frizzell; seconded by Jim Smith to *Approve Use of American Rescue Plan Act Funding for Police Body Camera personnel through 2021.* Motion Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Shannon Sessions

Voting Against: Ruth Ross

Moved by Shannon Sessions; seconded by George Hurst to *Postpone approval of IT request for \$100,000 to be funded by the Use of American Rescue Plan Act Funding until September 13th,* with reporting from IT prior to the meeting.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

Moved by Shannon Sessions; seconded by George Hurst to *Fund positions requested in order to Restore Public Sector Capacity to Pre-Pandemic Levels with American Rescue Fund money for 2021 only.*

Motion Failed: 3- 4

Voting For: George Hurst, Jim Smith, Christine Frizzell

Voting Against: Julieta Altamirano-Crosby, Patrick Decker, Ruth Ross, Shannon Sessions

Moved by Jim Smith; seconded by Patrick Decker to *Approve Fund Parks and Recreation position requests with American Rescue Plan Act money for 2021 only.*

Motion Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Shannon Sessions

Voting Against: Ruth Ross

Moved by Jim Smith; seconded by Patrick Decker to *Approve Fund Police Evidence Officer request with American Rescue Plan Act money through 2021 only.*

Motion Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Shannon Sessions

Voting Against: Ruth Ross

Moved by Jim Smith; seconded by Patrick Decker to *Fund Legal Specialist request with American Rescue Plan Act money through 2021 only.* Motion

Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Shannon Sessions

Voting Against: Ruth Ross

Moved by Jim Smith; seconded by Patrick Decker to *Approve Fund Custodian request with American Rescue Plan Act money through 2021 only.*

Motion Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Shannon Sessions

Voting Against: Ruth Ross

11. NEW BUSINESS

ADJOURNMENT

The meeting was adjourned at 9:40 p.m.



CITY OF LYNNWOOD
CITY COUNCIL SPECIAL BUSINESS MEETING MINUTES
May 17, 2021

1. CALL TO ORDER

The meeting was called to order at 8:03 p.m.

2. ROLL CALL

A quorum was present.

Present:

Member Julieta Altamirano-Crosby
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions Mayor
Nicola Smith
President George Hurst
Member Jim Smith

3. OTHER BUSINESS ITEMS

Executive session: Following roll call the council went into executive session in order to review qualifications of candidates for council position #2 prior to casting their votes individually.

4. Preliminary vote: Each council member voted and emailed their preferences in private to the mayor, Executive Assistant to the City Council and the Clerk. They assigned 3 points to their top candidate, 2 points to their 2nd favorite and 1 point to their 3rd favorite. Tabulated votes were as follows:

CM Sessions: Coelho 3, Decker 2, Lashgari 1
CM Altamirano- Crosby: Decker 3, Miller 2, Eck 1
CM Ross: Decker 3, Lashgari 2, Coelho 1
CM Frizzell: Coelho 3, Eck 2, Lashgari 1
CP Hurst: Miller 3, Eck 2, Decker 1
CVP Smith: Decker 3, Miller 2, Eck 1

Final Tally (top 3)

Decker- 12 points

Miller- 7 points

Coelho- 7 points

6. Adjournment

The meeting was adjourned at 8:48 p.m.



CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
May 17, 2021

1. Roll Call

The mayor mentioned that after this work session the council will adjourn and enter into executive session to vote for the final three candidates for the council vacancy.

Present:

Member Julieta Altamirano-Crosby
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith

Also present was Corbitt Loch, Strategic Planner and Michelle Meyer, Finance Director.

2. Comments and Questions on Memo Items

None

3. Work Session Item

3.A Briefing: Sound Transit Light Rail Updates

CEO of Sound Transit Peter Rogoff and his associates reviewed the status of the light rail and plans to include Lynnwood. Council members made comments and asked questions.

3.B Utility Payment Rules

Strategic Planner Corbitt Loch, Public Works director Bill Franz and Finance Director Michelle Meyer reviewed data from the past year regarding utility past due accounts, including data by ethnicity and household type. The debt is high for Lynnwood and it is necessary to start putting a plan in place to recover utility payments. Loch presented recommended changes to the current utility rules which would allow the city to recover the debt but over a longer period of time in

order to be sensitive to those who have not been able to pay for the last several months.

Council member asked questions and made comments.

4. Mayor Comments and Questions

None

5. Council Comments

None

6. Adjournment

The worksession ended at 7:45 p.m.



CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES May 19, 2021

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2. ROLL CALL

A quorum was present.

Present:

Member Julieta Altamirano-Crosby

Member Christine Frizzell

Member Ruth Ross

Member Shannon Sessions

Mayor Nicola Smith

President George Hurst

Member Jim Smith

3. WORK SESSION ITEMS

A. Music for Life

Mr. Dave Earling and David Endicott presented the mechanics and the benefits of the Music for Life program, stating that having musical instrument training benefit students in other study subjects, encouraging practice and discipline. council members made comments and asked questions.

B. AWC State Legislative Action Review

Lobbyist Carl Schroeder reviewed an update on what legislative actions have been taken at the state level and the biennial state budget. Council members asked questions and made comments.

C. American Rescue Act Rental Assistance, VOA

Steve Corsi of Volunteers of America shared with council what their resources and services are, particularly relating to rental assistance. He was joined by Cameron Cassidy and Galina Vollchava, who covered various aspects of VOA resources. Council members asked questions and made comments.

6. Adjournment

The meeting was adjourned at 8:25 p.m.

CITY COUNCIL 5.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: National Hispanic Heritage Month- Council Member Altamirano-Crosby

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A proclamation is to be read and adopted recognizing September 15 - October 15 as National Hispanic Heritage Month in the City of Lynnwood

PRESENTER:

Julie Moore, Public Affairs Officer

ESTIMATED TIME:

10

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - Hispanic Heritage Month.pdf](#)

[Proclamation - Hispanic Heritage Month - in Spanish.pdf](#)



LYNNWOOD
WASHINGTON

A great deal more

Proclamation

City of Lynnwood

National Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month celebrates the Latino community and highlights its countless achievements; and

WHEREAS, Many Latino Americans trace their roots to the cultures of the indigenous peoples of the Americas -- including the Arawaks (Puerto Rico), the Aztecs (Mexico), the Incas (South America), the Maya (Central America), and the Tainos (in Cuba, Puerto Rico and other places), some trace their roots to the Spanish explorers, other Latinos trace their roots to the Africans who were brought as slaves to the New World; and

WHEREAS, September 15 - October 15, 2021 is recognized as National Hispanic Heritage Month, which is a time to renew our commitment to honoring the invaluable ways Latinos contribute to our common goals, celebrate their diverse cultures, and to work towards a strong, more inclusive, and more prosperous society for all; and

WHEREAS, Latinos have played a significant role in the history of Washington State's economic, cultural, spiritual and political development; and

WHEREAS, much of Lynnwood's honor, strength and distinction can be attributed to the diversity of cultures and traditions that are celebrated by our community members; and

WHEREAS, Latino Americans represent a significant and fast growing demographic of the City of Lynnwood, and we honor the invaluable ways which Latino Americans add value to our great city; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Nicola Smith, and the Lynnwood City Council, proclaim September 15 - October 15, 2021 as National Hispanic Heritage Month in the City of Lynnwood and we call upon public officials, educators, businesses, volunteers, and all people of Lynnwood to join us in celebrating the great contributions of Latino Americans to our city, state, and nation.

Nicola Smith, Mayor
September 13, 2021

George Hurst, City Council President
September 13, 2021



LYNNWOOD
WASHINGTON

A great deal more

Proclamation

City of Lynnwood

Mes Nacional de la Herencia Hispana

CONSIDERANDO QUE, el Mes Nacional de la Herencia Hispana celebra a la comunidad latina y destaca sus innumerables logros; y

CONSIDERANDO QUE, muchos latinoamericanos tienen sus raíces en las culturas de los pueblos indígenas de las Américas, incluidos los arahuacos (Puerto Rico), los aztecas (México), los incas (América del Sur), los mayas (América Central) y los Taínos (en Cuba, Puerto Rico y otros lugares), algunos tienen sus raíces en los exploradores españoles, otros latinos tienen sus raíces en los africanos que fueron traídos como esclavos al Nuevo Mundo; y

CONSIDERANDO QUE, del 15 de septiembre al 15 de octubre del 2021 es reconocido como el Mes Nacional de la Herencia Hispana, que es un momento para renovar nuestro compromiso de honrar las formas invaluable en que los Latinos contribuyen a nuestros objetivos comunes, celebran sus diversas culturas y trabajan hacia una sociedad inclusiva y más próspera para todos; y

CONSIDERANDO QUE, los Hispanos/Latinos han desempeñado un papel importante en la historia del desarrollo económico, cultural, espiritual y política del estado de Washington; y

CONSIDERANDO Que, gran parte del honor, la fuerza y la distinción de Lynnwood se pueden atribuir a la diversidad de culturas y tradiciones que celebran los miembros de nuestra comunidad; y

CONSIDERANDO QUE, los latinoamericanos representan un grupo demográfico significativo y de rápido crecimiento de la ciudad de Lynnwood, y honramos las formas invaluable en que los latinoamericanos agregan valor a nuestra gran ciudad; y

AHORA, POR LO TANTO, SE RESUELVE que nosotros, la Presidenta Municipal Nicola Smith y el Concejo Municipal de Lynnwood, proclamamos del 15 de septiembre al 15 de octubre de 2021 como el Mes Nacional de la Herencia Hispana en la Ciudad de Lynnwood y hacemos un llamado a los funcionarios públicos, educadores, empresarios, voluntarios y a toda la gente de Lynnwood para que se unan a nosotros para celebrar las grandes contribuciones de los latinoamericanos a nuestra ciudad, estado y nación.

Nicola Smith, Mayor
September 13, 2021

George Hurst, City Council President
September 13, 2021

CITY COUNCIL 6.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Confirm Diversity, Equity, and Inclusion Commission candidate Jeanna Kim.

DEPARTMENT CONTACT: Evan Chinn, Executive Office

SUMMARY:

Introduce DEIC Candidate Jeanna Kim

PRESENTER:

Evan Chinn

ESTIMATED TIME:

5

BACKGROUND:

Ms. Kim has applied to become a commissioner for the Diversity, Equity, and Inclusion Commission. She has passion for public health and has first-hand experience with growing up the daughter of small-business owners and Korean immigrants. She wants to make Lynnwood a better place for marginalized residents of all backgrounds. Please confirm her as a commissioner for DEIC.

SUGGESTED ACTION:

Confirm candidate Jeanna Kim as a commissioner on DEIC.

PREVIOUS COUNCIL ACTIONS:

N/a

FUNDING:

N/a

VISIONS AND PRIORITIES ALIGNMENT:

Safe, Welcoming City

DEPARTMENT ATTACHMENTS

Description:

[Kim, Jeanna - DEIC_Redacted.pdf](#)

[Jeanna Kim_RESUME__Lynnwood DEI commission 2021_Redacted.pdf](#)

Board and Commission Application



Submission date: **13 June 2021, 9:35PM**
Receipt number: **76**
Related form version: **2**

All Are Welcome

Name **Jeanna Kim**

Address

Phone

Alternate Phone

Email Address

Are you a registered voter in the City of Lynnwood? **Yes**

Are you a registered voter somewhere else? **No**

Please choose the Board or Commission for which you are applying **Diversity, Equity and Inclusion Commission**

Why are you interested in serving on this board or commission? **I have a passion for social justice, and a desire to help the Lynnwood community become a more diverse and inclusive community.**

What do you perceive as the role of a board or commission member? **From what I understand, it sounds like commission members serve as the voice and perspective of the community, and potentially help advise city officials on how to improve the success of initiatives that will lead to a more diverse, equitable, and inclusive community.**

How would you represent the interests of the community? I grew up in a Korean-American household, with low-income immigrant parents who ran a small drycleaning store. This upbringing has shaped my understanding of the needs and perspectives of immigrants, small business owners, Asian-Americans, and second-generation immigrant struggles. I've also done graduate work in global health policy, for which I wrote a thesis on the determinants of vaccine completion amongst US-based Somali refugees. This training demonstrates that I have an interest in the health and well-being of other groups outside of those within the sphere of my personal experiences, and that I've thought deeply about what it takes for health equity to be achieved for marginalized communities.

List any experiences that may assist you in serving in this role. Although I have not served on a city board or commission in the past, I bring a unique range of perspectives that may broaden the reach of the Diversity, Equity, and Inclusion Commission. My areas of expertise include the following areas: Science, Health, Music/Arts, Social Justice, Communications, Partnerships, Community Engagement, Asian-American issues, immigrant issues, low-income household issues, religious communities, small business owner issues, at-risk youth, and risk-factors for human trafficking. I would be happy to dive deep into any of these topics.

List any other information you would like us to consider.

Optional resume upload



Date

06/13/2021

Jeanna Kim

Professional Summary

- Passionate campaigner for health equity, social justice, and community empowerment initiatives with extensive experience and discernment coordinating the logistic delivery of high-profile projects
- Proven ability to engage with vulnerable populations including at-risk youth, low-income households, immigrants, survivors of human trafficking, and people of color
- Experienced subject-matter translator and mediator with over a decade of experience building bridges between teams as well as experts & lay-people
- Personal experience with social, academic, and employment obstacles as a woman of color from a low-income, blue-collar, immigrant family living in an affluent community

Education

M.Sc. Global Health Policy **London School of Hygiene and Tropical Medicine**

London, UK (distance learning) — current

Thesis Approved: *The Determinants of Vaccine Completion Amongst Somali Refugees in Minnesota, USA (2015 - 2018)*

M.M. Music History **San José State University**

San José, CA — 2018

B.S. Biological Sciences, Molecular and Cellular Biology **University of California at Davis**

Davis, CA — 2011

Work Experience

Associate Project Manager **Bristol Myers Squibb**

Seattle, WA — 8/2020 to current

- **Change Management:** Primary driver for a successful IOCT-wide adoption of SharePoint for team-owned files, despite initial customer resistance to using the platform. Gathered requirements from users, researched comprehensive options with IT experts, identified barriers to adoption, and delivered viable solutions for scientists and business leaders. Partnered with key stakeholders to plan and execute the launch of 29+ team and project sites functioning cohesively as an interconnected network. Actively sustaining user adoption, engagement, and enthusiasm after site launches through ongoing user support.
- **Training:** Identify and resolve user barriers to SharePoint adoption by conducting 1:1, small group, and large-group training sessions to improve fluency with Modern SharePoint, meta-data, and cloud-based Office 365 tools.
- **Communication:** Identified, escalated, and translated scientists' IT pain points to senior business leaders leading to cooperative, systems-level remediation efforts. Established rapport and trust with customer stakeholders including lab-based scientists, project leads, research project managers, senior business leaders.

- **Project Management:** Supporting Director of Alliances with the design, setup, transfer of legacy documents to integrated department SharePoint site. Maintaining a comprehensive list of status and next milestones/inflection points. Managing meeting agendas followed by the writing and distribution of meeting minutes and key actions items. Tracking and follow up with internal leads for collaborations for milestone/deliverable updates.

Graduate Intern, Knowledge Management PATH

Seattle, WA — 6/2018 to 9/2018

- **Project Management:** Collated, organized, and distilled information from a broad range of stakeholders to present department-level changes in knowledge transfer systems for Program Officers
- **Knowledge Management:** Created detailed guidance documents and information management templates to streamline digital knowledge transfer within department

Cancer Research Laboratory Manager Fred Hutchinson Cancer Research Center

Seattle, WA — 2016 to 2018

- **Administrative Management:** Managed internal research operations and administrative partnerships with finance, HR and regulatory departments. Designed and implemented new processes to match the team's 50% growth
- **Information Management and Communications:** Maintained organized files and records with a digital system for tracking, monitoring and prioritizing tasks and projects. Presented technical research updates at weekly team meetings. Co-authored a peer-reviewed research article published in *Nature Cell Biology*

Senior Research Project Manager Stanford University

Stanford, CA — 2010 to 2016

- **Research Project Management:** Defined, mapped, prioritized, and tracked project objectives, timelines, milestones, and deliverables for translational research studies leading to groundbreaking results that generated \$5.5 million dollars in continuing research grants, a novel diagnostic strategy, and a licensed drug patent for both therapeutic and prophylactic use
- **Data:** Developed data management systems to collect and report key research metrics across 3, full-cycle medical research projects. Trusted with studying confidential health information from 250 patient medical records.
- **Writing and Communications:** Generated reports for grant applications. Presented technical data at team meetings. Co-authored 4 published research articles in journals including *Science Translational Medicine*
- **Administrative Management:** Managed core administrative research operations in partnership with all regulatory, finance, HR, IT, EH&S, facilities, and administrative staff. Coordinated scheduling and logistics for team meetings. Collated input and information from senior team members, identified and addressed barriers to progress, and communicated information to project contributors and external collaborators across functional roles

Work
Experience
cont.

Residential Safe-House Staff for Sex and Labor Trafficking Survivors
Freedom House

A San Francisco Bay Area, non-profit, residential safe house for recovering domestic and international survivors of sex and labor human trafficking.

San Francisco Bay Area — 2010 to 2013

- **Community Engagement & Advocacy:** Coordinated monthly community engagement events leading to \$15,000 in cash donations & social enterprise income for survivors. Conducted regular public speaking engagements to educate the community about local and international human trafficking issues, solicited donations, and recruited volunteers. Audience sizes ranged from 20-250.
- **Large Event Planning:** Planned and executed event logistics for 3 annual galas by soliciting >\$2000 in vendor donations, managing up to 20 volunteers, and coordinating the registration of 500 guests leading to a net income of >\$100,000 per event. Duties also included donor communications and prospect research
- **Strategic Partnerships:** Initiated and managed both short and long-term strategic partnerships with business donors, grassroots constituencies, and community agencies.
- **On-call Shelter Administrator:** Managed the evening and weekend on-site operations of the safe house. Calmly intervened and deescalated conflict or crisis situations, identified appropriate responses to emergency situations, and fostered a supportive environment for residential clients

Computer

- Microsoft Office 365 (including Outlook, Word, Excel, PowerPoint, SharePoint, and Teams), Adobe Photoshop, DropBox, BOX, Google Drive, GraphPad Prism, Salesforce, & MS Project.
- Proficient in both Mac and Windows operating systems
- Strong track record of quickly and intuitively mastering new software programs

Additional
Experiences

Administrative Volunteer

San Francisco City Impact

A local community intervention center, serving low-income and homeless residents.

San Francisco, CA — 2014 to 2015

- **Data Migration:** Spearheaded donor & volunteer data migration from paper records to Salesforce database
- **Graphic Design:** Produced and edited printable marketing materials for fundraising and volunteer events

Community Tutor & Education Mentor

The Community College Foundation

Daly City, CA — 2015 to 2016

- **1-on-1 Tutor:** Tutored and mentored 14 low-income, at-risk, elementary and middle school students of color from a broad range of low-income immigrant families. 92% of students showed post-tutoring improvement in Math and English subject test scores by at least one grade level
- **Collaboration:** Worked collaboratively with teachers and guardians to promote a tailored and supportive learning environment for each student. 75% of guardians requested continued tutoring after the program folded

Professional Development:

- **Project Management** – UC Berkeley Extension, BUS ADM X470
- **Change Management** – Stanford University, BUS 119
- Select Courses from The Seneca Training Institute, Oakland, CA
 - **Supervising Youth with Childhood Sexual Trauma**
 - **Compassionate Caregiving: The Developmental Impact of Trauma**
 - **Understanding Child Abuse and Caregiver Reporting Requirements**
 - **Positive Behavioral Interventions**

Languages

Fluent in English (speaking, writing, reading). Conversational Korean, Basic Spanish

Intellectual Property

Tian, Wen, Stanley G. Rockson, Xinguo Jiang, **Jeanna Kim**, and Mark R. Nicolls. LTB4 Inhibition to Prevent and Treat Lymphedema. Patent No. US10,500,178 B2. Issued December 10th, 2019.

Recent Research Publications

Carlson, Patrick*, Arko Dasgupta*, Candice A. Grzelak*, **Jeanna Kim***, Alexander Barrett, Ilsa M. Coleman, Ryann E. Shor, Erica T. Goddard, Jinxiang Dai, Emma M. Schweitzer, Andrea R. Lim, Sarah B. Crist, David A. Cheresh, Peter S. Nelson, Kirk C. Hansen, Cyrus M. Ghajar. "Targeting the perivascular niche sensitizes disseminated tumour cells to chemotherapy." *Nature Cell Biology* (2019).

Kim, Jeanna, "Change and Transformation: The Harp as a Symbol of Liminality in Tchaikovsky's The Nutcracker (1892)" (2018). *Master's Theses*. 4973.

Tian, Wen*, Stanley G. Rockson*, Xinguo Jiang*, **Jeanna Kim***, Adrian Begaye, Eric M. Shuffle, Allen B. Tu, Matthew Cribb, Zhanna Nepiyushchikh, Abdullah H. Feroze, Roham T. Zamanian, Gundeep S. Dhillon, Norbert F. Voelkel, Marc Peters-Golden, Jan Kitajewski, J. Brandon Dixon, Mark R. Nicolls*. "Leukotriene B4 antagonism ameliorates experimental lymphedema." *Science Translational Medicine* (2017).

* Denotes equal contribution

CITY COUNCIL 6.B
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Confirm Diversity, Equity, and Inclusion Commission candidate Simreet Dhaliwal.

DEPARTMENT CONTACT: Evan Chinn, Executive Office

SUMMARY:

Confirm DEIC Candidate Simreet Dhaliwal

PRESENTER:

Evan Chinn

ESTIMATED TIME:

5

BACKGROUND:

Ms. Dhaliwal has applied to become a commissioner for the Diversity, Equity, and Inclusion Commission. She has a passion for public service, good government, and wants to make Lynnwood a better place for the diverse community living here. Please confirm her membership for this Commission

SUGGESTED ACTION:

Confirm Ms. Simreet Dhaliwal as a commissioner on DEIC.

PREVIOUS COUNCIL ACTIONS:

N/a

FUNDING:

N/a

VISIONS AND PRIORITIES ALIGNMENT:

Safe, Welcoming City

DEPARTMENT ATTACHMENTS

Description:

[Dhaliwal, Simreet - DEI - Res_Redacted.pdf](#)

[Dhaliwal_Simreet_Resume_DEI_Redacted.pdf](#)

Board and Commission Application



Submission date: 27 June 2021, 7:10PM

Receipt number: 78

Related form version: 2

All Are Welcome

Name Simreet Dhaliwal

Address

Phone

Alternate Phone

Email Address

Are you a registered voter in the City of Lynnwood?

No

Are you a registered voter somewhere else?

Yes

Please choose the Board or Commission for which you are applying

Diversity, Equity and Inclusion Commission

Why are you interested in serving on this board or commission?

As a new resident of the city of Lynnwood, I am looking for a way to learn more about and connect with the community. I believe I can offer a much needed perspective to the Diversity, Equity and Inclusion Commission as a young woman of color.

What do you perceive as the role of a board or commission member?

The role of this commission member is to represent the diverse voices of the City of Lynnwood and ensure they are heard by the city officials. It is also to offer advice to the Mayor and City Council in matters that may concern historically underserved populations.

How would you represent the interests of the community? **I would recommend strategies that are both effective and efficient to the government of the city and would help the diverse residents the most. Having frequent discussions with community organizations followed by action will be something I push for.**

List any experiences that may assist you in serving in this role. **-Leadership Snohomish County -Legislative Session Aide in the State Senate -Intern & Fellow at the Alliance for Gun Responsibility -Public Policy Certificate from the University of Chicago**

List any other information you would like us to consider.

Optional resume upload



Date **06/27/2021**

SIMREET DHALIWAL

SUMMARY

Dedicated professional looking to advance in a career in public service. Especially interested in the intersection of social, health, and economic policy as well as acquiring expertise on the role of politics in policy-making. Strong communicational skills from multiple leadership positions, relationship building, and logistical responsibilities. Spearheaded key projects with self-efficiency and detail-orientation.

EDUCATION

University of Washington- BA in Medical Anthropology and Global Health (Minors in Law, Society, & Justice; Human Rights) September 2015- June 2019 | GPA: 3.32 | Major GPA: 3.73

- Presented at Undergraduate Research Symposium | 2019
- Studied abroad in London, UK: Instruction included Lectures on Multi-culturalism, History of Colonialism, and Public Health in the UK | Summer 2018
- Panelist at One of Many Event | UW 2019
- Annual Dean's List | 2018-2019
- Researched and publishing *Understanding the Motivations of Whistleblowers and Workers at the Hanford Nuclear Site*

University of Chicago- Certificate in Data & Public Policy | Summer 2019

- Classes included Quantitative Analysis in Public Policy and Introduction to R Programming
- Capstone Project: Violence and Trauma in Refugee Camps

EXPERIENCE

Executive Assistant for Economic & Workforce Development: Snohomish County | April 1, 2020- Present

- Supported the establishment and work of the Office of Economic Recovery & Resiliency to outline the response, recovery, and resiliency efforts to counteract the economic effects of the COVID-19 pandemic
- Advised in the work and progress of the Economic & Workforce Recovery Task Force including the Report on *Findings & Strategies to Support Economic Recovery During COVID-19*
- Provided administrative support to the Future Workforce Alliance Board of Snohomish County in strategic planning of workforce development in the County
- Connected with small businesses owners that were impacted by the COVID-19 pandemic to find resources

Legislative Session Aide: WA State Senate- Office of Senator Manka Dhingra | January 6, 2020- March 12, 2020

- Led meetings with stakeholders, advocacy groups, and constituents to guide the Senator's legislative agenda.
- Tracked bills as they moved through the legislative process
- Performed diverse office assistance functions as required such as scheduling, organizing, and maintaining office space

Electoral Fellow/ Field Organizer: Alliance for Gun Responsibility | June 17, 2019- December 6, 2019

- Worked individually and with volunteer network to complete canvassing shifts for a Seattle City Council campaign
- Collaborated with AGR staff on various projects such as communication and operations
- Compiled research reports and databases on gun violence prevention efforts

Legislative Session Intern: Alliance for Gun Responsibility | January 10, 2019- May 4, 2019

- Executed lobbying efforts in state legislature, by managing volunteer & legislator interactions
- Conducted solo & group projects that included compiling database of gun violence anniversaries, research reports, & editing of luncheon program

Dalip Singh Saund Fellow: National Sikh Campaign | May 15, 2019- February 15, 2020

- Conducted a solo project where I contacted and interviewed public officials to write an extensive political guide

Administrative Assistant: UW College of Engineering | June 17, 2017- August 1, 2018

- Provided administrative support to College of Engineering advisors and administrators through management of daily operations, schedules, and special projects.

VOLUNTEER EXPERIENCE/ OTHER

- Hanford Challenge Board of Ambassadors
- Leadership Snohomish County: Young Professionals Program
- Washington Immigrant Support Network: Language Justice Committee



CITY COUNCIL 6.C

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Appointment: Parks & Recreation Board Applicant Presley Morrissey

DEPARTMENT CONTACT: Elena Flesher, Parks, Recreation and Cultural Arts

SUMMARY:

Position 7 of the Parks & Recreation Board is currently vacant. The Mayor recommends Presley Morrissey to fill the vacancy.

PRESENTER:

Lynn D. Sordel, Director

ESTIMATED TIME:

0

BACKGROUND:

Presley Morrissey submitted her application on April 23, 2021 and was interviewed by Director Sordel on June 24, 2021. She attended a Board meeting on June 2, 2021. She was interviewed by Mayor Smith on July 21, 2021 and by City Council on September 7. Ms. Morrissey lives within Lynnwood City limits.

Members of the Parks & Recreation Board serve for three-year terms, per City ordinance. The present status of the Board is as follows:

Position 1 - Holly Hernandez - Term Expires December 31, 2021

Position 2 - Mike Gladysz - Term Expires December 31, 2021

Position 3 - Katie McKeown - Term Expires December 31, 2022

Position 4 - Baba Darboe - Term Expires December 31, 2022

Position 5 - Whitney Stohr - Term Expires December 31, 2022

Position 6 - Nick Coelho - Term Expires December 31, 2023

Position 7 - Vacant - Term Expires December 31, 2023

SUGGESTED ACTION:

Appoint Presley Morrissey to Position 7 of the Parks & Recreation Board for a term expiring December 31, 2023.

FUNDING:

NA.

DEPARTMENT ATTACHMENTS

Description:

[Presley Morrissey Application_Redacted.pdf](#)

Board and Commission Application



Submission date: 23 April 2021, 9:56AM

Receipt number: 71

Related form version: 2

All Are Welcome

Name Presley Morrissey

Address

Phone

Alternate Phone

Email Address

Are you a registered voter in the City of Lynnwood? Yes

Are you a registered voter somewhere else? No

Please choose the Board or Commission for which you are applying Parks and Recreation Board

Why are you interested in serving on this board or commission? I enjoy the City's Park's and have a passion for the outdoor community. I also have a deep desire to serve my community.

What do you perceive as the role of a board or commission member? To review issues, collaborate with other members of the board, hear from and engage the community to make recommendations to the City as it pertains to the City's Park and Recreation facilities and locations.

How would you represent the interests of the community? I would represent the community with integrity and devotion by being prepared for all meetings, being an active listener when a problem arises and collaborating with other members to resolve issues and make recommendations that best serve the community.

List any experiences that may assist you in serving in this role.

U.S. Navy Veteran, Student, Maintenance Professional, Facilities Maintenance Manager with PMP and MBA in Dec 2021.

List any other information you would like us to consider.

Please see cover letter and resume.

Optional resume upload

Date

04/23/2021

CITY COUNCIL 6.D

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Voucher Approval

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Voucher Approval

ESTIMATED TIME:

0

SUGGESTED ACTION:

Approve claims in the amount of \$6,215,710.46 for the period 7/31/21 through 9/03/21.
Approve payroll in the amount of \$1,225,536.49 dated 8/13/21 and in the amount of
\$1,211,357.56 dated 8/27/21.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 10.A

CITY OF LYNNWOOD CITY COUNCIL

TITLE: American Rescue Plan Act Funding Immediate Needs Follow-up

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Request authorization for the Council Chambers IT Improvements project

PRESENTER:

Michelle Meyer, Director of Finance

ESTIMATED TIME:

15

BACKGROUND:

On August 2nd and 9th, staff reviewed immediate needs funding requests in accordance with the eligible uses of American Rescue Plan Act (ARPA) funding. Items in the initial request were limited to those that could ensure the City's ability to provide necessary direct customer service to community members as operations resume. Funding requests for the identified immediate needs totaled \$1,488,000, of which \$732,000 was approved by Council.

On September 7th, a review of funded items was provided along with additional information regarding the proposed Council Chambers IT Improvements Project.

SUGGESTED ACTION:

- Motion to authorize Council Chamber IT improvements not to exceed \$150,000 from American Rescue Plan Act funding and include the expenditure authority in the Mid-biennium amendment.
- Motion to fund the following positions for 2022 in an amount not to exceed \$656,000 from American Rescue Plan Act funding and include the expenditure authority in the Mid-biennium amendment:
 - 5.2 Full Time Equivalent positions in Parks, Recreation and Cultural Arts
 - 1 Full Time Police Evidence Officer position in Police
 - 1 Full Time Legal Specialist I in Municipal Court
 - 1 Full Time Custodian in Public Works

PREVIOUS COUNCIL ACTIONS:

Finance Committee Meeting ARPA Overview: June 24, 2021;
City Council Work Session ARPA Overview: July 19, 2021;
Finance Committee Work Session ARPA Immediate Needs Review: July 22, 2021;
City Council Work Session ARPA Immediate Needs Review: August 2, 2021;
City Council Business Meeting ARPA Immediate Needs Funding Request: August 9, 2021;
City Council Work Session ARPA Immediate Needs Follow-up: September 7, 2021.

FUNDING:

The City of Lynnwood's total allocation through the State and Local Fiscal Recovery Funds portion of the American Rescue Plan Act (ARPA) is \$10,936,804 of which \$732,000 has been approved to fund identified immediate needs. If alternative funding becomes available, the ARPA funding can be reallocated for other uses.

DEPARTMENT ATTACHMENTS

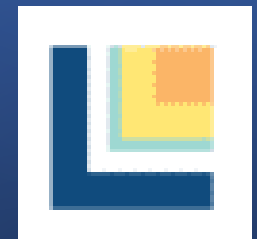
Description:

[ARPA Presentation for 9.13.pdf](#)

American Rescue Plan Act Funding Immediate Requests Follow-up

September 13, 2021

City Council Business Meeting



American Rescue Plan Act Funding

AGENDA

Review of Immediate Needs Requests from August 2, August 9 and September 7 meetings

- Council Chambers IT Improvements Project
- Restore Public Sector Capacity

Recommended Motions

American Rescue Plan Immediate Needs Review

Stabilize and Recover: Short-term

Total Requested: \$1,488,000; Total Approved August 9: \$732,000

Respond to COVID-19 Public Health Emergency

- Council Chambers IT Improvements : \$100,000
- Tabled for additional discussion September 7

Restore Public Sector Capacity to Pre-Pandemic Levels

- Restore 8.2 direct-service positions through 2022: \$858,000
- Partial approval of \$202,000 for 2021

Provide Expanded Services up to Amount of Revenue Loss

- Purchase, implement and staff an officer Body Camera program: \$530,000
- Full approval

American Rescue Plan Immediate Needs Follow-up

Stabilize and Recover: Short-term Respond to COVID-19 Public Health Emergency

Operational and Capital: Council Chamber IT Improvements

- Funding request of \$150,000 (updated from \$100,000)
- Specialized/expert consultant services
- Facilitate Hybrid In-Person/Remote meetings permanently
- Replace Wiring, Equipment and Screens

Information Technology Director reviewed proposed plan with detailed cost information

American Rescue Plan Immediate Needs Follow-Up

Stabilize and Recover: Short-term

Restore Public Sector Capacity to Pre-Pandemic Levels

Restore previously eliminated/reduced positions needed to serve public for business recovery

Requested to restore 8.2 of 18 FTE positions that were held vacant when COVID reduced operations, necessary for direct service to community members:

- 5.2 FTE in Recreation/Parks to restore pre-pandemic program offerings
 - Mostly Part Time staffing for Aquatics, Parks, Senior Center & Recreation Programs
 - Allow ability to staff revenue-generating functions
- 1 FTE Evidence Officer in Police to ensure timely evidence management
- 1 FTE Legal Specialist I in Court to restore full-service hours
- 1 FTE Custodian in Public Works to ensure facility cleanliness for the public

Original funding request of \$858,000 to fill positions Sept. 2021-Dec. 2022

- \$202,000 approved for 2021
- \$656,000 will provide authority to fill through 2022

American Rescue Plan Immediate Needs Follow-Up

Item	2021 Cost Estimate	2022 Cost Estimate	2021-2022 Biennium Total
Respond to COVID-19 Capital or Operational Needs: \$150,000 for 2021			
<i>Council Chamber IT improvements</i>	\$ 150,000		\$ 150,000
Restore Public Sector Capacity to Pre-Pandemic Levels: \$656,000 for 2022			
<i>Recreation Customer Service Lead Clerk (1 FTE)</i>		\$ 95,000	\$ 95,000
<i>Recreation Aquatics Part-Time Staffing (2.1 non-benefitted FTE)</i>		\$ 125,000	\$ 125,000
<i>Recreation Coordinator - Senior Center (.75 FTE)</i>		\$ 80,000	\$ 80,000
<i>Recreation Coordinator - Rec Programs (.25 FTE)</i>		\$ 22,000	\$ 22,000
<i>Recreation Park Part-Time Staffing (2 PT non-benefitted)</i>		\$ 22,000	\$ 22,000
<i>Recreation Service Part-Time Staffing (1.1 non-benefitted FTE)</i>		\$ 65,000	\$ 65,000
<i>Police Evidence Officer (1 FTE)</i>		\$ 107,000	\$ 107,000
<i>Court Legal Specialist 1 (1 FTE)</i>		\$ 80,000	\$ 80,000
<i>Custodian Position (1 FTE)</i>		\$ 60,000	\$ 60,000
TOTAL	\$ 150,000	\$ 656,000	\$ 806,000

American Rescue Plan Immediate Needs Follow-Up

Recommended Motions for approval:

- Motion to authorize Council Chamber IT improvements not to exceed \$150,000 from American Rescue Plan Act funding, authorizing the Mayor to sign any required agreements, and include the expenditure authority in the Mid-biennium amendment.
- Motion to fund the following positions for 2022 in an amount not to exceed \$656,000 from American Rescue Plan Act funding and include the expenditure authority in the Mid-biennium amendment:
 - 5.2 Full Time Equivalent positions in Parks, Recreation and Cultural Arts
 - 1 Full Time Police Evidence Officer position in Police
 - 1 Full Time Legal Specialist I in Municipal Court
 - 1 Full Time Custodian in Public Works

CITY COUNCIL 10.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Ordinance: Franchise Agreement with Puget Sound Energy for Operations of Natural Gas Facilities

DEPARTMENT CONTACT: Bill Franz, Public Works

SUMMARY:

Puget Sound Energy is seeking a franchise agreement to deploy and operate natural gas facilities within the City.

PRESENTER:

Les Rubstello, Deputy Public Works Director

ESTIMATED TIME:

5

BACKGROUND:

Puget Sound Energy approached the City of Lynnwood to renew their franchise agreement allowing them to deploy and operate facilities to support natural gas services in our area. The last franchise with PSE was signed in 1959. This franchise was negotiated over the last two years, with starts and stops due to COVID. PSE's main concerns revolved around being forced to move their facilities at their cost. They agree to do this for City projects, but not for other government agencies.

(A PSE representative may show up at the Business Meeting to make a short statement of support, and offer to answer any questions.)

SUGGESTED ACTION:

Approve the attached Ordinance granting a non-exclusive Franchise to Puget Sound Energy to deploy and operate natural gas facilities within the City rights of way.

PREVIOUS COUNCIL ACTIONS:

None.

FUNDING:

Pursuant to Section 15 of the attached Franchise Agreement, the City is not allowed by state law to assess PSE a franchise fee. PSE will, however, be charged normal permit fees by DBS for all work done within the City.

DEPARTMENT ATTACHMENTS

Description:

[PSE Lynnwood Gas Franchise \(FINAL - 2021.08.05\).pdf](#)

ORDINANCE NO. [REDACTED]

AN ORDINANCE of the City of Lynnwood, Washington, granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas for power, heat and light, and any other purposes for which gas may be used.

WHEREAS, RCW 35A.11.020 grants the City authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35.47.040 authorizes the City to "grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for... poles, conduits, tunnels, ... pipes, ... and appurtenances thereof ... for gas ... and other private and publicly owned and operated facilities for public service"; and

WHEREAS, Puget Sound Energy, Inc. ("PSE") has requested a franchise for purposes of transmission, distribution, and sale of natural gas for power, heat, light, and any other purpose for which natural gas may be used; and

WHEREAS, in 1985, the City Council adopted Ordinance No. 1434, which granted a franchise to PSE for the construction, operation, maintenance and repair of natural gas distribution facilities for a twenty-five year period; and

WHEREAS, the original term of that PSE franchise ended in 2010, and the parties have continued to operate under the terms of such franchise since that time; and

WHEREAS, the City and PSE have negotiated a new, mutually acceptable franchise, the terms of which are contained in this Ordinance; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of residents of Lynnwood to grant a non-exclusive franchise to PSE for the operation of a natural gas distribution systems within the City right-of-way;

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions.

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 “City” means the City of Lynnwood, Washington, a code city of the State of Washington, and its successors and assigns.

1.1.2 “Dispute” means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.3 “Environmental Laws” means and includes any Law relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, RCW ch. 70.105D.

1.1.4 “Facilities” means, collectively, any and all natural gas distribution systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices, and communication systems and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 “Force Majeure” means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event. Force Majeure shall include the following, to the extent also satisfying the criteria specified above: (a) acts of nature, including storms; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in Law; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; (f) epidemic, pandemic, or other similar health emergency (except to the extent such emergency was occurring on the effective date of this Ordinance); and (g) delay in obtaining or denial of any regulatory consents or approvals.

1.1.6 “Franchise Area” means any, every and all of the roads, streets, avenues, alleys, highways, and other rights-of-way of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.7 “Hazardous Substances” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any applicable Environmental Law.

1.1.8 “Law” means any and all applicable federal, state or municipal law, code, statute, ordinance, rule, regulation or other requirement that is accorded the full force and effect of law and is binding upon the Parties to this Franchise, as such Law exists, is amended, or may be created during the Term. In the event of any conflict or inconsistency between any

municipal law, code, statute, ordinance, rule, regulation or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control.

1.1.9 “Ordinance” means this Ordinance No. [REDACTED], which sets forth the terms and conditions of this Franchise.

1.1.10 “Party” means and is a reference to either PSE or the City, and “Parties” means and is a collective reference to PSE and the City.

1.1.11 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.12 “Public Improvement Project” means a capital improvement within the Franchise Area undertaken by or on behalf of the City that requires the relocation of Facilities within the Franchise Area, and such capital improvement is funded by the City or with other public monies obtained by the City for such capital improvement.

1.1.13 “Regulated Service” mean any utility, telecommunications or similar service that is subject to the jurisdiction of one or more federal or state agencies that regulate the terms and conditions such service (including the Federal Energy Regulatory Commission, the Federal Communications Commission, and the WUTC,).

1.1.14 “Term” means the term of this Franchise, as set forth in Section 13, “Franchise Term.”

1.1.15 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and condition of the services provided by PSE to its customers.

Section 2. Grant of Rights.

2.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas for power, heat, light and such other purposes for which gas may be used.

2.2 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE’s rights under this Franchise. This Franchise shall not limit or constrain the exercise of the City’s police powers, nor shall this Franchise prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof, if so exercised and used in a manner that is consistent with the terms and conditions of this Franchise.

2.3 The authority granted in Section 2.1 shall not include or be a substitute for (a) any permit or authorization required by Law for the privilege of transacting and carrying on a business within the City, including but not limited to a City business license; or (b) any permit, agreement, authorization, or condition required by Law for using the Franchise Area in connection with

operations on or in the Franchise Area, such as right-of-way use permits and approved traffic control plans.

2.4 This Franchise shall not convey any right to PSE to install its Facilities on, under, over or across, or to otherwise use, any City-owned or leased properties of any kind that are located outside the Franchise Area. Further, this Franchise shall not govern or apply to Facilities located on PSE-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

2.5 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by PSE at the location such Facilities exist as of the effective date of this Ordinance for the Term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to Law.

2.6 This Franchise shall not be construed so as to deprive the City of any rights or privileges under Law to regulate the use and control of the Franchise Area. Nothing in this Franchise shall limit nor expand the City's right of eminent domain under Law. If the City exercises its authority to vacate all or any portion of the Franchise Area containing PSE Facilities, the City shall, through its vacation procedure, reserve an easement for PSE's Facilities. The City shall give PSE advance notice of its intent to vacate any portion of the Franchise Area and shall consult with PSE regarding the terms and conditions of the easement to be reserved for PSE's Facilities.

2.7 By accepting this Franchise, the Parties acknowledge and accept each other's legal right to issue and enforce the Franchise; accept and agree to comply with each and every provision of this Franchise; and agree that the Franchise was granted pursuant to processes and procedures consistent with Law.

Section 3. PSE Use and Occupancy of Franchise Area.

3.1 PSE shall exercise its rights within the Franchise Area in accordance with Law. All work performed on PSE's Facilities within the Franchise Area shall be accomplished in a good and workmanlike manner, by means that minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE shall post and maintain proper barricades, flags, flaggers, lights, flares, safety devices and other measures as required by Law. If work on PSE's Facilities within the Franchise Area shall impair the lateral support of the Franchise Area or adjacent properties, then PSE shall take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

3.2 Prior to PSE engaging in any work on PSE's Facilities located within the Franchise Area, PSE shall apply for, and obtain, all necessary City permits to do such work, and shall, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to endanger the property,

life, health or safety of any individual, PSE may take immediate action, including relocating such Facilities, to correct the dangerous condition without first obtaining any required permit; provided that PSE shall notify the City telephonically or in person within twenty four (24) hours of the event, and provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. If the City discovers an emergency situation involving PSE's Facilities, the City will promptly notify PSE, and PSE will address the emergency situation consistent with this Section 3.2.

3.3 In the event that the City Director of Public Works or designee reasonably determines, after providing advance written notice to PSE of not less than one hundred twenty (120) days, and a reasonable opportunity for PSE to respond to the City's concerns, that any one or more of PSE's Facilities within the Franchise Area interfere with the free and safe passage of pedestrian, bicycle and/or vehicular traffic therein, then PSE shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall reasonably cooperate with PSE, including, without limitation, allowing changes or modifications to City-owned improvements in the Franchise Area (not including expanding the scope of the Franchise Area), at no expense to the City, if such changes or modifications provide the most effective or economical means of eliminating such interference. In the event any such interference from PSE's Facilities arises due to a Public Improvement Project, the terms of Section 7.1 shall apply. If the interference from PSE's Facilities is due to a public or private development that is not a Public Improvement Project, the terms of Section 7.2 shall control any relocation of PSE's Facilities.

3.4 PSE shall, after installation, construction, relocation, maintenance, removal or repair of any of PSE's Facilities within the Franchise Area, restore the effected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as it was immediately prior to any such work. The City shall not impose any fee, fine, charge or other cost or expense on PSE for such damage or disturbance, provided that such restoration work is completed to the reasonable satisfaction of the City and in accordance with any applicable City construction standards, to the extent that such standards are not in conflict with or inconsistent with the terms and conditions of this Franchise. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored consistent with Law. PSE shall perform all restoration work promptly, and shall promptly repair any damage caused by such work to the Franchise Area at no expense to the City. In the event PSE fails to restore the Franchise Area as required in this Section 3.4 within a reasonable period following the City's written notice to PSE of PSE's failure to do so, the City reserves the right to make such repairs or restoration to the Franchise Area and to bill PSE for the cost of the restoration, including the cost of labor and equipment. PSE shall pay the reasonable costs of such work to the City within thirty (30) days of receipt of the billing for the work.

3.5 The City shall have the right to inspect all work performed by PSE under City permits in the Franchise Area, whether during the performance of such work or after completion, so long as such inspection does not disrupt PSE's system operation. To the extent that the City is required to perform any inspections for PSE work performed under a City permit, the City may recover the costs and expenses consistent with Law.

3.6 PSE shall take prompt corrective action if, after reasonable notice from the City, either Party finds that PSE's Facilities are not operating in a manner consistent with approved plans, or

either Party finds that PSE Facilities and equipment do not comply with the requirements of this Franchise or Law.

3.7 PSE shall exercise reasonable care in the course of the installation and maintenance of its Facilities. All Facilities in the Franchise Area, wherever situated or located, shall at all times be kept and maintained in a safe condition. PSE shall comply with Law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities.

Section 4. Planning and Coordination.

4.1 The Parties shall each exercise best reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties shall undertake cooperative planning so as to promote the coordinated timing, location and prosecution of such work within the Franchise Area. Upon the request of either Party, but not more often than annually unless otherwise agreed upon by the Parties, the Parties shall meet to discuss and coordinate regarding future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination shall be for informational purposes only and shall not obligate either Party to undertake any specific improvements within the Franchise Area.

4.2 PSE shall provide to the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities within the Franchise Area. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location.

4.3 Upon the City's reasonable request, PSE will make available for review by the City, PSE's annual maintenance, safety and inspection plans and records concerning or related to PSE's natural gas Facilities located in the City, as prepared for filing with the WUTC.

4.4 PSE reserves the right to withhold information that may be Critical Electric/Energy Infrastructure Information (CEII). CEII means information that relates to the production, generation, transportation, transmission, or distribution of energy in which the release may cause incapacity or destruction that would negatively affect security, economic security, public health, or safety, or any combination thereof. Any such withholding must be consistent with FERC regulations 18 CFR 388.113 (g) (5).

4.5 In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use does not unreasonably delay the work of the Party causing such excavation, and such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation. With respect to any excavations by PSE or the City within the Franchise Area, nothing in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under Law with respect to determining the location of utility facilities.

4.6 PSE represents that it is familiar with Chapter 19.122 RCW (Washington State's "Underground Utilities" statute) and understands and will comply with Law relating to the one call locator service program.

Section 5. Decommissioned Facilities.

5.1 PSE may, from time to time, elect to discontinue its use of underground natural gas Facilities within the Franchise Area and decommission such Facilities in place (“Decommissioned Gas Facilities”). In such event, PSE shall notify the City of its decision to decommission such Facilities and provide the City with a plan for such decommissioning. PSE’s written notification may be included with any right-of-way permit application to the City for such decommissioning. The decommissioning plan shall address how the Facilities will be decommissioned and how the Franchise Area will be protected and, if necessary, restored after decommissioning.

5.2 All such decommissioning work shall be accomplished in compliance with Law. Unless otherwise approved by the City, decommissioning work should be accomplished within one hundred and eighty (180) calendar days after the Facilities are decommissioned and any required permits for such decommissioning work have been issued.

5.3 Within thirty (30) calendar days of receiving a decommissioning plan submitted by PSE pursuant to Section 5.1, the City will review the plan and either approve or require changes to and resubmittal of the plan. The City will not unreasonably withhold approval of PSE’s proposed plan, but may require changes if it determines, in its reasonable discretion, that said plan fails to comply with Law or Section 5.1. Following the City’s approval of the decommissioning plan, PSE shall promptly and in good faith implement the plan and obtain all required permits for its work in the Franchise Area. If the City reasonably determines, after consultation with PSE, that leaving the Facilities will threaten the public health, safety or welfare if left in place, the City may require removal of the decommissioned Facilities.

5.4 Decommissioned Gas Facilities will continue to be subject to the terms of this Franchise (including but not limited to the relocation provisions in Section 7 and the indemnification provisions in Section 8). As requested by the City in accordance with Section 4, PSE shall provide the City with drawings that show the approximate location of Decommissioned Gas Facilities.

Section 6. Hazardous Substances.

PSE shall comply with Environmental Laws in connection with its use and occupancy of the Franchise Area. PSE shall only use Hazardous Substances within the Franchise Area incident to PSE’s normal business operations, and in all cases, (a) limited to such quantities as may be required in its normal business operations, (b) used, transported or stored per manufacturer’s instructions, and (c) used, transported or stored only for its intended use. In the event PSE or its contractors cause a release of Hazardous Substances within the Franchise Area, PSE shall notify the City within twenty-four (24) hours of its discovery. PSE shall act promptly to remediate such release of Hazardous Substances in accordance with Environmental Laws (the “Remediation Work”). All Remediation Work shall be performed at PSE’s sole cost and expense.

Section 7. Relocation of Facilities.

7.1 Whenever the City causes a Public Improvement Project to be undertaken within the Franchise Area, and such Public Improvement Project requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 7.2 below), the City shall:

7.1.1 provide PSE, within a reasonable time (but in no event less than one hundred twenty (120) calendar days) prior to the commencement of such Public Improvement Project, written notice requesting such relocation; and

7.1.2 provide PSE with sufficient plans and specifications, as reasonably determined by PSE, for the planning and coordination of such work (collectively, a “Relocation Notice”).

No later than one hundred twenty (120) calendar days (or such longer period of time as the Parties may mutually agree to in writing for a specific Public Improvement Project) after receipt of such Relocation Notice (the “Relocation Date”), PSE shall relocate the Facilities within the Franchise Area at no cost or charge to the City. If, however, PSE reasonably determines that it is impossible or impracticable to perform the relocation by the proposed Relocation Date, then PSE shall promptly inform the City and provide a reasonable alternative relocation timeline. The Parties shall promptly meet and confer, in good faith and with due regard to all relevant facts and circumstances, to determine a mutually agreeable Relocation Date. If the Parties agree upon a Relocation Date, then PSE shall complete the relocation of its existing Facilities within the Franchise Area in accordance with Section 7.1 on or before the Relocation Date. In all other cases, PSE shall exercise commercially reasonable efforts to relocate such Facilities within the Franchise Area prior to the City’s proposed Relocation Date. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 7.1, the City shall bear the entire cost of such subsequent relocation.

7.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of PSE’s Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE’s Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE’s Facilities.

7.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE’s Facilities shall be a required relocation for purposes of Section 7.2 above (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

7.4 Nothing in this Section 7 “Relocation of Facilities” shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether this Franchise co-exists with such easement or other rights.

7.5 Subject to the exclusions and requirements set forth below in this Section 7.5, if PSE does not relocate its Facilities within the Franchise Area in accordance with Section 7.1 on or before a Relocation Date and such failure to relocate in a timely manner is the direct cause of a delay in performance of Public Improvement Project construction by the City’s contractor(s) resulting in a claim by the City’s contractor(s) for any direct costs or expenses incurred by the contractor(s) by reason of such delay (a “Contractor Delay Claim”), then the City may require that PSE reimburse the City for any such costs and, expenses that are legally required to be paid by the City to its contractor(s); provided, that, if the City requires reimbursement by PSE under this Section 7.5,

then the City shall first give PSE written notice of the Contractor Delay Claim, within a reasonable time of receipt of such claim, and give PSE the opportunity to compromise or settle with the third party contractor(s) the Contractor Delay Claim for a period of not less than thirty (30) days (or such shorter period of time as the City may have to respond to the Contractor Delay Claim without prejudicing its right to respond, provided that the City affords PSE with a reasonable period of time to compromise or settle the claim) prior to the City's payment of the Contractor Delay Claim. Nothing in this Section 7.5 or otherwise shall require PSE to bear or be responsible for any Contractor Delay Claim to the extent the delay giving rise to such Contractor Delay Claim is caused by the City, its contractor(s), any third party that is not an agent, employee, or contractor of PSE, or a Force Majeure event; provided, however, if such a delay is caused by the City, its contractor(s), a third party that is not an agent, employee or contractor of PSE, or a Force Majeure Event, then PSE's performance shall only be excused for the time period that is reasonably attributable to such delay.

Section 8. Indemnification and Insurance.

8.1 Indemnification.

8.1.1 PSE shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives and agents, from any and all third party claims made against the City, and any damages, costs, judgments, awards or liability resulting from such claims (a) for injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions, or willful misconduct, of PSE, its officers, employees, agents, representatives, or contractors in the performance of this Franchise and any rights granted hereunder, or (b) to the extent such claim or demand is caused by PSE's unlawful release of Hazardous Substances into the Franchise Area in violation of any Environmental Law in its construction, maintenance or operation of its Facilities within the Franchise Area and exercise of any rights granted hereunder; provided, that such indemnification shall not extend to any portion of any claim, demand, liability, loss, cost, damage or expense of any nature including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its officers, employees, agents, representatives, or contractors.

8.1.2 In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify PSE. PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim; provided, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

8.1.3 The provisions contained in this Section 8.1 have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this Section 8.1, PSE waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees.

8.1.4 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification.

8.1.5 The provisions of this Section 8.1 shall survive the termination or expiration of this Franchise.

8.2 Insurance.

8.2.1 During the Term PSE shall maintain the following liability insurance coverages, insuring PSE, and including the City as additional insured, against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise:

A. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under PSE's Commercial General Liability insurance policy with respect this Franchise Agreement. Insurance shall be written with limits no less than \$2,000,000 each occurrence.

B. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Insurance shall be for a combined single limit for bodily injury and property damage of \$2,000,000 per accident.

C. Worker's compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the PSE's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on PSE's Excess or Umbrella Liability insurance policy. Insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through PSE's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

8.2.2 PSE's Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of PSE's insurance and shall not contribute with it.

8.2.3 In lieu of the insurance requirements in Section 8.2, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. If PSE is self-insured or becomes self-insured during the term of the Franchise Agreement, PSE or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of PSE's or its

parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) PSE or its parent company is responsible for all payments within the self-insured retention; and (iii) PSE assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

8.2.4 Each year, PSE shall provide the City with a Certificate of Coverage, evidencing the insurance requirements of the Agreement. If PSE is maintaining a self-insurance program consistent with Section 8.2.3, PSE shall provide reasonable written evidence of such self-insured program. All coverage shall be written with insurers with a current A.M. Best rating of not less than A: VII and licensed to do business in the State of Washington.

8.2.5 PSE shall maintain continuous, uninterrupted insurance coverage, in the amounts required, for the duration of the Franchise term, and in the case of Commercial General Liability, for at least one year after expiration of this Franchise. PSE shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice. If the insurance is cancelled or materially changed so as to be out of compliance with the requirements of this section, PSE shall provide evidence a replacement policy has been obtained. Failure on the part of PSE to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to PSE to correct the breach, terminate the Agreement.

8.2.6 PSE shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of PSE-provided insurance as set forth herein, except PSE shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

Section 9. Performance Bond.

9.1 During the Term PSE shall maintain a performance bond consistent with the applicable requirements of the Lynnwood Municipal Code and as reasonably sufficient to ensure performance of PSE's obligations under this Franchise to perform work within the Franchise Area. Such bond shall not exceed the sum of \$250,000 and shall be executed by a corporate surety authorized to do business in the State of Washington with an A.M. Best's rating of not less than A (Excellent).

9.2 The City shall give PSE written notice of any withdrawal under this section upon such withdrawal. Within thirty (30) days following receipt of such notice, PSE shall restore the performance bond to the amount required under this Franchise. PSE's maintenance of the bond shall not be construed to excuse performance of obligations under the Franchise, or to limit the liability of PSE or otherwise limit the City's recourse to any other remedy available at law or equity.

Section 10. Force Majeure.

If performance of this Franchise or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance

hereunder whenever such causes are removed. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in such Party's cost of performing its obligations hereunder shall not constitute a Force Majeure event.

Section 11. Dispute Resolution.

11.1 A Dispute shall be resolved in accordance with the dispute resolution procedures set forth in this Section 11, "Dispute Resolution." A Party shall inform the other Party promptly following the occurrence or discovery of any item or event that would reasonably be expected to result in a Dispute. The initial mechanism to resolve a Dispute shall be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 11.1.

11.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) days after receipt of the initial notice in accordance with Section 11.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Section 11.2. Such notice shall (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute, and (iii) propose a date or dates, not less than (30) days from the date such notice, that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party shall, within three (3) business days following receipt of the Dispute notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators duly authorized to settle the Dispute. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated shall meet and confer, as often as they deem reasonably necessary during the remainder of the thirty (30) day period, in good-faith negotiations to resolve the Dispute to the satisfaction of both Parties.

11.3 If at any time after the expiration of such thirty (30) day period the City shall determine that continued negotiations with PSE will not result in a resolution of the issue or issues in Dispute, and if the City reasonably believes that PSE is then in default of its obligations under this Franchise, then the City may serve upon PSE a written order to comply with the provisions of this Franchise pursuant to Section 12, "Default."

Section 12. Default and Termination.

If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance. The Parties agree that termination of this Franchise is not the City's sole remedy for PSE's failure to comply with the provisions of this Franchise, but is supplemental to any and all legal and equitable remedies available to the City for such failure or to enforce the provisions of this Franchise. Both Parties reserve the right to pursue all legal and equitable remedies available in the event of a breach of this Franchise.

Section 13. Franchise Term, Renewal and Expiration.

13.1 This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within sixty (60) days after the effective date of this Ordinance, file with the City its written acceptance of the Ordinance. The term of this Franchise may be renewed at the sole discretion of the Lynnwood City Council for up to two additional ten (10) year periods, upon the written request of PSE, provided that such request is submitted to the City not more than two (2) years nor less than ninety (90) days prior to the expiration of the Franchise.

13.2 Within one (1) year prior to the expiration of the Term or the final renewal Term of this Franchise, as applicable, or following the termination of this Franchise, and in the absence of any succeeding franchise, either Party may initiate negotiations with the other Party to agree upon the terms and conditions of a succeeding franchise to this Franchise. Following the initiation of any such negotiations by a Party, each Party will work with the other Party diligently and in good faith, to negotiate and agree upon terms and conditions of a succeeding franchise. As long as PSE conduct such negotiations diligently and in good faith, the Parties will continue to operate under the terms and conditions of this Franchise until the date on which a succeeding franchise to this Franchise has been entered into by the Parties and becomes effective.

13.3 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein shall survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

Section 14. Assignment.

PSE shall not assign this Franchise to any third party without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 15. Payments to the City.

15.1 Recovery of Costs.

Pursuant to RCW 35.21.860, the City acknowledges that it is precluded from imposing a franchise fee or any other fee upon a gas distribution business, as defined in RCW 82.16.010, for use of the right-of-way, except for actual administrative expenses, fees, taxes or charges authorized by RCW 35.21.860 and RCW 35.21.865. Therefore, the City may not impose a franchise fee under this Franchise, other than as stated in this Franchise.

15.2 Permit Fees.

PSE shall be subject to all standard permit fees that are directly related to receiving and approving a permit or license, and to inspecting plans and construction, to the extent consistent with Law. PSE shall pay such costs and expenses directly to the City within sixty (60) days of submittal by

the City of an itemized billing by project for incurred costs, or in accordance with the City code, whichever is sooner.

15.3 Acceptance of Payment.

No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Franchise. PSE's payment to the City shall not be construed as an acknowledgement by PSE that the amount paid is the correct amount and PSE reserves the right to subsequently seek to recover any amount of such payments in the event of an erroneous overpayment or for other lawful reasons.

Section 16. Miscellaneous.

16.1 Notice.

Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective parties as follows:

To PSE:

Puget Sound Energy, Inc.
P.O. Box 97034
Bellevue, WA 98009-9734
Attn: Municipal Relations

To City:

Art Ceniza, City Administrator
City of Lynnwood
19100 44th Ave W
Lynnwood, WA 98036
aceniza@lynnwoodwa.gov

Any such communication by a Party shall be deemed to have been received by the other Party (i) upon the delivery date received by the intended recipient if delivered by hand; (ii) five (5) business days after it is sent by certified mail, postage prepaid; or (iii) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form. A Party may change its address for purposes of this Section 16.1 by giving written notice of such change to the other Party in the manner provided in this Section 16.1.

16.2 Terminology.

The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Franchise with initial capitals in another number, tense or form. References containing terms such as "hereof," "herein," "hereto," "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole.

“Includes” or “including” shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive.

16.3 Severability.

Any provisions of this Franchise prohibited or rendered unenforceable by any law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

16.4 Entire Franchise.

This Franchise may be amended only by an ordinance which specifically states that it is an amendment to this Franchise and is approved by the Lynnwood City Council and accepted by PSE in accordance with the laws of the State of Washington. This Franchise constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

16.5 Reservation of Rights.

16.5.1 The City reserves all rights and powers under its police powers and powers conferred by Law. In particular the City reserves the right to alter, amend, or repeal its municipal code as it determines shall be conducive to the health, safety, and welfare of the public, or otherwise in the public interest. The City agrees that by accepting this Franchise, PSE has not waived its right to object to the application to it of actions by the City pursuant to its reserved rights or police powers.

16.5.2 Both parties expressly reserve all rights they may have under Law to the maximum extent possible; neither the City nor PSE shall be deemed to have waived any federal or state constitutional or statutory rights they may now have or may acquire in the future by entering into this agreement.

16.5.3 This Franchise is intended to convey limited rights to PSE for use of the Franchise Area in accordance with the express terms of this Franchise. This Franchise is not a warranty of title or of interest in City road rights-of-way. None of the rights granted to PSE shall affect the jurisdiction of the City over City road rights-of-way or the City's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating. This Franchise does not deprive the City of any power, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City rights-of-way in a manner consistent with the provisions of this Franchise.

16.6 Nothing in this Franchise shall be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person or entity other than the City and PSE. No action may

be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

16.7 The Parties shall act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

16.8 This Franchise shall be governed by, subject to and construed under the laws of the State of Washington. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

16.9 Any litigation filed by either Party arising out of or relating to this Franchise shall be filed in Snohomish County Superior Court.

16.10 Within sixty (60) days of the effective date of this Ordinance, PSE shall execute and return to the City the PSE Acceptance form, attached to this Ordinance. The executed Franchise Acceptance shall be returned to the City. In the event PSE fails to accept this Franchise by said date, this Franchise shall be null and void and the Parties shall continue to operate under the terms of the prior Franchise.

Section 17. Effective Date.

This Ordinance, being passed in compliance with RCW 35A.47.040, shall take effect five (5) days after its publication, which shall be by an approved summary thereof consisting of its title.

PASSED by the City Council this ____ day of _____, 2021.

APPROVED:

MAYOR NICOLA SMITH

ATTEST/AUTHENTICATED:

KAREN FITZTHUM, CITY CLERK

APPROVED AS TO FORM:

ROSEMARY LARSON, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

ACCEPTANCE OF FRANCHISE

Puget Sound Energy, Inc., for itself and for its successors and assigns, hereby agrees to and accepts the provisions of this Franchise Ordinance, a copy of which is attached hereto. By accepting this Franchise Ordinance, PSE covenants and agrees to perform and be bound by each and every term and condition of this Franchise Ordinance. PSE shall send to the City PSE's written acceptance of this Franchise via certified mail, unless otherwise hand-delivered to an employee of the City at City Hall during regular working hours.

Dated: _____

PUGET SOUND ENERGY, INC.

By: _____

Printed Name: _____

Its: _____

CITY COUNCIL 10.C

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Resolution: Build a Community Recovery Center on the site of the Community Justice Center.

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A draft resolution will be presented to Council on behalf of the Community Recovery Center Task Force.

PRESENTER:

Council Member Shannon Sessions

ESTIMATED TIME:

20

BACKGROUND:

A resolution will be presented to City Council for their consideration. It reads as follows: "A resolution of the City of Lynnwood, Washington, to build a Community Recovery Center on the site of the Community Justice Center, as a separate entity, which will serve the growing behavioral health needs of Lynnwood and the South Snohomish County community." A draft of the completed resolution will be distributed when available.

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 10.D

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Contract Award - Community Justice Center Construction

DEPARTMENT CONTACT: Cathy Robinson, Executive Office

SUMMARY:

The City desires to establish a contract for construction of the Community Justice Center project.

PRESENTER:

James Nelson, Police Chief; Chuck Steichen Deputy Chief; Michelle Meyer, Finance Director; Cathy Robinson, Interim Procurement Manager

ESTIMATED TIME:

10

BACKGROUND:

The City issued a formal advertised invitation to bid for the Community Justice Center project. Six bids were received. FORMA Construction Company is the lowest, responsive, responsible bidder for the base bid and all three additive alternate items.

SUGGESTED ACTION:

Authorize the Mayor to execute a contract with FORMA Construction Company for the Community Justice Center construction project in the amount of \$56,380,704.52 and execute change orders up to 10% of the contract amount.

FUNDING:

The Community Justice Center project is primarily funded through the Limited Tax Obligation Bonds (LTGO) that were issued on June 24, 2021. Due to significant supply chain and material cost impacts, which are impacting the entire nation as a result of the pandemic, the bids for construction were higher than anticipated.

Although we have the funds on hand to cover the full cost of the construction contract, the budget for the full project will need to be increased. The ordinance that established the parameters for the bond issuance, Ordinance No. 3387 adopted on March 22, 2021, allowed for a maximum True Interest Cost (TIC) of 4.0%; the actual TIC for the bonds is 2.5%. Because of this low interest rate, the City may issue additional principal funding to cover the full cost of the project without exceeding the initial anticipated annual debt service payment. To save on issuance costs, additional funding can be issued in conjunction with the upcoming scheduled refunding on the City's 2012 bonds.

The City's financial advisors and bond counsel will prepare an authorizing ordinance to outline the parameters for the issuance that will be discussed at future meetings. The updated revenue and expenditure amounts for the project will be incorporated into the Mid-Biennial Budget Review process.

DEPARTMENT ATTACHMENTS

Description:

[Procurement Report_Revised 081821_Final.pdf](#)

PROCUREMENT REPORT

Contract No.: 3348 – Community Justice Center Construction
Revised August 18, 2021

Type of Contract:

One-time construction contract.

Term of Contract:

Estimated date of project completion (new construction and tenant improvements) is October 9, 2023.

Background/Purpose of Contract:

The Police Department and Consultant worked together to bring Council a design and proposal for construction of a new Community Justice Center. Council approved moving the project forward by soliciting bids for the building construction.

Cost (includes sales tax if applicable):

\$56,380,704.52, which includes the base bid, three additive alternate items, and sales tax.

Advanced Planning:

Procurement Division worked closely with the Police Department and Design Consultant staff to develop the solicitation for these services.

Method of Procurement:

Invitation to bid process was used as the cost for this project was greater than \$350,000.

Solicitation:

The City issued a formal advertised invitation to bid #3348 on May 6, 2021. Six bids were received. The City selected the lowest, responsive, responsible bidder for the base bid and all three additive alternate items.

Recommended Action:

Approve award of construction contract to FORMA Construction Company for the Community Justice Center project, in the amount of \$56,380,704.52 and authorize the Mayor to execute change orders up to 10% of the contract amount.

Procurement Officer: Cathy Robinson

Date: August 18, 2021

CITY COUNCIL 10.E

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Contract Award - Community Justice Center Special Construction Inspection Consultant Services

DEPARTMENT CONTACT: Cathy Robinson, Executive Office

SUMMARY:

The City desires to establish a consultant contract for special inspection services related to the Community Justice Center Construction project.

PRESENTER:

Cathy Robinson, Interim Procurement Manager

ESTIMATED TIME:

5

BACKGROUND:

The City issued a formal advertised request for qualifications. Six responses were received. As required under state law, the City entered negotiations with the highest ranked qualified responder.

SUGGESTED ACTION:

Authorize the Mayor to execute a contract with Mayes Testing Engineers, Inc., for special inspections and testing services related to the Community Justice Center Construction project in the amount of \$187,282.00.

FUNDING:

The funding for this contract is included in the community justice center project budget.

DEPARTMENT ATTACHMENTS

Description:

[Procurement Report_Revised 081821_Final.pdf](#)

PROCUREMENT REPORT

Contract No.: 3370 – Special Inspection and Testing Services
Revised August 18, 2021

Type of Contract:

One-time services agreement.

Term of Contract:

Estimated date of project completion is October 9, 2023.

Background/Purpose of Contract:

Special inspections and testing services are required during the construction and tenant improvement phases of the community justice center project.

Cost (includes sales tax if applicable):

Estimated cost for inspection and testing services is \$187,282.00.

Advanced Planning:

Procurement Division worked closely with the Police Department and Consultant staff to develop a solicitation for these services.

Method of Procurement:

A Request for Qualification (RFQ) method was used in accordance with state law for obtaining engineering services.

Solicitation:

The City issued RFQ 3370 Justice Center Special Inspection and Testing Services on June 9, 2021. Six responses were received. As required under state law, the City entered negotiations with the highest ranked qualified responder.

Recommended Action:

Approve the award to Mayes Testing Engineers, Inc. for Community Justice Center Special Inspection and Testing Services at an estimated value of \$187,282.00.

Procurement Officer: Cathy Robinson

Date: August 18, 2021

CITY COUNCIL 10.F

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Contract Award - Community Justice Center Geotechnical Construction Testing Services

DEPARTMENT CONTACT: Cathy Robinson, Executive Office

SUMMARY:

The City desires to establish a consultant contract for geotechnical services related to the Community Justice Center Construction project.

PRESENTER:

Cathy Robinson, Interim Procurement Manager

ESTIMATED TIME:

5

BACKGROUND:

The City issued a formal advertised request for qualifications Six responses were received. As required under state law, the City entered into negotiations with the highest ranked qualified responder.

SUGGESTED ACTION:

Authorize the Mayor to execute a contract with The Riley Group, Inc., for geotechnical construction testing services related to the Community Justice Center Construction project in the amount of \$131,722.00

FUNDING:

The funding for this contract is included in the community justice center project budget.

DEPARTMENT ATTACHMENTS

Description:

[Procurement Report_Final.pdf](#)

PROCUREMENT REPORT

Contract No.: 3355 – Geotechnical Testing Services

Type of Contract: One-time services agreement.
Term of Contract: Estimated date of project completion is April 14, 2023.
Background/Purpose of Contract: Geotechnical testing and consultant services are required during the construction phase of the community justice center project.
Cost (includes sales tax if applicable): Estimated cost for geotechnical testing and consultant services is \$131,722.00
Advanced Planning: Procurement Division worked closely with the Police Department and Consultant staff to develop a solicitation for these services.
Method of Procurement: A Request for Qualification (RFQ) method was used in accordance with state law for obtaining engineering services.
Solicitation: The City issued RFQ 3355 Justice Center Geotechnical Testing and Services on June 9, 2021. Six responses were received. As required under state law, the City entered negotiations with the highest ranked qualified responder.
Recommended Action: Approve the award to The Riley Group, Inc., for Community Justice Center Geotechnical Testing and Consultant Services at an estimated value of \$131,722.00.
Procurement Officer: Cathy Robinson Date: August 18, 2021